

May 13, 2013

GLORIA L. FRANKLIN, CLERK
U.S. BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA



Bryan S. Fairman (SBN 261087)
bfairman@piteduncan.com
Parada K. Ornelas (SBN 272724)
pornelas@piteduncan.com
PITE DUNCAN, LLP
4375 Jutland Drive, Suite 200
P.O. Box 17933
San Diego, CA 92177-0933
Telephone: (858) 750-7600
Facsimile: (619) 590-1385

Attorneys for Movant,
Nationstar Mortgage LLC

The following constitutes
the order of the court. Signed May 13, 2013

M. Elaine Hammond

M. Elaine Hammond
U.S. Bankruptcy Judge

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA - OAKLAND DIVISION

In re

ANUSHKA VICTORIA BLISS ,

Case No. 12-40328-MEH

Chapter 13

R.S. No. BSF - 159

**ORDER GRANTING ADEQUATE
PROTECTION (HAMP GUIDELINES)**

Hearing:

Date: April 5, 2013

Time: 10:00 am

Ctrm: 215

Debtor.

United States Bankruptcy Court
Northern District of California - Oakland
Division
1300 Clay Street
Oakland, CA 94612

The above-captioned matter came on for hearing on April 5, 2013, at 10:00 a.m., in Courtroom 215, upon the Motion of Nationstar Mortgage LLC ("Movant"), for relief from the automatic stay of 11 U.S.C. § 362, to enforce its interest in the property of Anushka Victoria

1 Bliss ("Debtor") commonly known as 1010 60th Street, Oakland, California 94608 (the "Real
2 Property"), which is legally described as follows:

3 SEE LEGAL DESCRIPTION IN DEED OF TRUST ATTACHED
4 AS EXHIBIT B TO MOTION FOR RELIEF FROM STAY,
DOCKET ENTRY NUMBER 29.

5 Appearances as noted on the record.

6 Based on the arguments of counsel, and good cause appearing therefor,

7 IT IS HEREBY ORDERED:

8 1. Debtor shall tender payments in the amount of \$775.00 (as ordered by the court
9 pursuant to Home Affordable Modification Program guidelines). The first payment is be made
10 on or before May 20, 2012, and continuing thereafter on the first (1st) of each month starting
11 June 1, 2013. Payments are to be remitted to:

12 Nationstar Mortgage, LLC
13 Bankruptcy Department
14 350 Highland Drive
Lewisville, Texas 75067

15 2. The payment amount listed in paragraph 1 herein may be less than the contractual
16 payment amount pursuant to the terms of the Note and Deed of Trust. Post-petition arrearages
17 may continue to accrue pursuant to the terms of the Note and Deed of Trust and under applicable
18 bankruptcy law.

19 3. Debtor shall maintain real property taxes and real property hazard insurance paid
20 current for the Real Property, and provide proof of said insurance on a timely basis.

21 4. In the event of a default on paragraphs 1 or 3 of above-described provisions,
22 inclusive of this Order, Movant shall provide written notice to Debtor at Anushka Victoria Bliss
23 at 1010 60th Street, Oakland, California 94608 and to Debtor's attorney of record, Patrick L.
24 Forte, 1 Kaiser Plaza #480, Oakland, CA 94612-3610, indicating the nature of the default. If
25 Debtor fails to cure the default with certified funds after the passage of ten (10) calendar days
26 from the date said written notice is placed in the mail, Movant may restore its Motion to the
27 court's calendar upon 14 days notice.

28 ///

1 5. Debtor shall submit a completed loan modification application and provide all
2 requested information and documentation in support of the loan modification no later than sixty
3 (60) days from the entry of this order.

4 6. In the event of a default on paragraph 5 of the above, inclusive of this Order,
5 Movant may file a Declaration of Non-Compliance and restore its Motion upon 10 days notice.
6 The declaration shall attest to Debtor's failure to timely provide required documents, or to the
7 denial of Debtor's loan modification application.

8 7. The acceptance by Movant of a late or partial payment shall not act as a waiver of
9 Movant's right to proceed hereunder and/or its right to the complete contractual payment as
10 determined by the terms of the Note and Deed of Trust.

11 8. The foregoing terms and conditions shall be binding only during the pendency of
12 this bankruptcy case. If, at any time, the stay is terminated with respect to the Real Property by
13 court order or by operation of law, the foregoing terms and conditions shall cease to be binding
14 and Movant may proceed to enforce its remedies under applicable non-bankruptcy law against
15 the Real Property and/or against the Debtor.

16 9. In the event this case is converted to a Chapter 7 proceeding, the automatic stay
17 shall be terminated without further notice, order, or proceedings of the court. If the automatic
18 stay is terminated as a matter of law, the terms of this Order shall immediately cease in effect
19 and Movant may proceed to enforce its remedies under applicable non-bankruptcy law against
20 the Real Property and/or against the Debtor.

21 10. Relief from the Automatic Stay is granted as to the Chapter 13 Trustee, Martha G.
22 Bronitsky.

23 11. Any notice that Movant shall give to Debtor or attorney for Debtor, pursuant to
24 this Order, shall not be construed as a communication under the Fair Debt Collection Practices
25 Act, 15 U.S.C. §1692.

26 ///

27 ///

28 ///

12. Either party may restore matter to calendar on fourteen (14) days notice.

Law Offices of Patrick L. Forte

APPROVED AS TO FORM:

/s/Anne Y. Shau

Anne Y. Shau

Attorney for Debtor

**** END OF ORDER ****

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

COURT SERVICE LIST